

PLAINTIFFS'

EXHIBIT

“B”

Documents Attached:

Copy of Contract between
Plaintiff Tony L. Ware, CEO and Fidelity
Financial Service, Inc. a dummy
Corporation

ITEMIZATIONAL PROMISSORY NOTE, AND SECURITY AGREEMENT

Lender (Called "you" and "your")

FIDELITY FINANCIAL SERVICES INC

784 N BRIDGEWILL RD 104

DICATOR, GA 7003

PROMISSORY NOTE

PAYMENT I shall pay you the Total of Payments, which is the sum of the Finance Charge plus Amount Financed, in monthly payments as stated above. I may pay more at any time. I will pay at your business address or other address given me. If more than one Borrower is named above, you may enforce this loan against all, or any, borrowers, but not in a combined amount greater than amount owed. After final due date, I will pay Finance Charges at the Annual Percentage Rate stated above on my unpaid balance until paid in full.

DATE ON WHICH FINANCE CHARGE BEGINS Shall be the date of the loan. If this loan is secured by real estate and I do not cancel this loan, the date on which finance charge begins and effective date of any credit insurance purchased shall be on the date as shown above in section "Finance Charge Begins To Accrue".

INTEREST RATE As of Date of this Loan, the Interest Rate is the same as the Annual Percentage Rate disclosed above.

LATE CHARGE If I don't pay any payment within 5 days after its due date, I will also pay 10% of the unpaid amount of the payment, but not more than one Late charge shall be collected on the same installment regardless of the period of delinquency.

PREPAYMENT If I fully prepay before the final due date, the amount I owe will be reduced by the unearned Finance Charges determined by $\frac{1}{2}$ The Rule of 78ths — 1/2 of the Digits Method, unless I renew or an additional loan is made by you; in such event, the amount I owe will be reduced by the unearned Finance Charges determined by the 'Rule of 78ths'. No rebate of less than \$1.00 need be made. Upon prepayment in full, any credit insurance coverage in force shall terminate and a rate of unearned insurance premiums will be made as required by law.

USURY If my loan is paid in full before my Final Due Date for any reason, in no circumstances will you retain any interest or charges which may be deemed to be interest, which would result in a rate of interest greater than 5% per month.

INSUFFICIENT FUNDS CHECKS I will pay you a service charge for any check given by me to you that is returned by my bank because of insufficient funds in my account.

DEFERRAL CHARGES: If a payment is unpaid more than 5 days instead of a late charge, you may move the dates of all unpaid payments ahead one or more months. The charge for this is 1/12th of the Annual Percentage Rate times these unpaid payments times the number of payments remaining on the loan.

CONVERSION PRIVILEGE If two (2) payments or a portion are more than 5 days late, you may change this precomputed loan to a loan upon which the Finance Charge is computed upon unpaid balances at the Annual Percentage Rate shown above after first making a rebate of unearned precomputed Finance charges and rebating any default or deferral charges made. The rebate of the unearned Finance Charges shall be determined by the Actuarial Method.

If I pay any payments late or any partial payments and you accept them without declaring the full balance due, you still may choose to do so even though you noted the payment. This can entrap me if I do.

SECURITY (1) You may use any benefits (including premium refunds on purchased insurance) from insurance purchased or required under this loan to amounts I owe (2) If box x'd below Personal Property or Motor Vehicle I give you a Security Interest under the Uniform Commercial Code in any property listed below if I don't pay on time, you may require me to make the property available for you at a mutually convenient place of your choice (3) If box x'd Real Estate below there is a Deed to Secure Debt on my real estate located at my address above unless a different address is stated below. In the event of default and loss is secured by a Deed to Secure Debt the loan will be paid in full.

The construction validity and effect of this loan shall be governed by the Laws of the State of Georgia. Plural words shall mean he
is shall mean the plural.

more at any time I will pay at your business address or other address given me. If more than one Borrower is named above, you may enforce this loan agreement against any Borrowers, but not in a combined amount greater than the amount owed. After final due date, I will pay Finance Charge at the Annual Percentage Rate stated above on any unpaid balance until paid in full.

DATE ON WHICH FINANCE CHARGE BEGINS Shall be the date of the loan. If this loan is secured by real estate and I do not cancel this loan, the date on which Finance Charge begins and effective date of any credit insurance purchased shall be on the date as shown above in section "Finance Charge Begins To Accrue"

INTEREST RATE As of Date of this Loan the Interest Rate is the same as the Annual Percentage Rate disclosed above

LATE CHARGE If I don't pay any payment within 5 days after its due date, I will also pay 10% of the unpaid amount of the payment, but not more than one Late Charge shall be collected on the same installment regardless of the period of delinquency

PREPAYMENT If I fully prepay before the final due date the amount I owe will be reduced by the unearned Finance Charges, determined by 1/2 The Rule of 78ths — Sum of the Digits Method, unless I renew or an additional loan is made by you, in such event, the amount I owe will be reduced by the unearned Finance Charges determined by the "Rule of 78ths". No rebate of less than \$1.00 need be made. Upon prepayment in full, any credit insurance coverage in force shall terminate and a rebate of unearned insurance premiums will be made as required by law

USURY If my loan is paid in full before my Final Due Date for any reason, in no circumstances will you retain any interest or charges which may be deemed to be interest, which would result in a rate of interest greater than 5% per month

INSUFFICIENT FUNDS/CHECKS I will pay you a service charge for any check given by me to you that is returned by my bank because of insufficient funds in my account or because my account has been closed. The amount of the service charge is governed by Georgia law

DEFERRAL CHARGES If a payment is unpaid more than 5 days instead of a late charge you may move the dates of all unpaid payments ahead one or more full months. The charge for this is 1/12th of the Annual Percentage Rate times these unpaid payments times the number of payments remaining on the loan

CONVERSION PRIVILEGE If two (2) payments or a portion are more than 5 days late you may change this precomputed loan to a loan upon which the Finance Charge is computed upon unpaid balances at the Annual Percentage Rate shown above after first making a rebate of unearned precomputed Finance Charges and rebating any default or deferral charges made. The rebate of the unearned Finance Charges shall be determined by the Actuarial Method

FAILURE TO PAY If I don't pay on time or fail to do anything I have agreed to do in the Note or Security Agreement, I am in default. If I am in default you can demand all the remaining payments to be due at once and you may sue me for the total amount I owe, less the unearned Finance Charge determined by the "Actuarial Method" using the Annual Percentage Rate shown above and the unearned portion of the loan finance charges is computed by using only the fully unexpired monthly periods as originally scheduled or deferred after the date of default. I will also pay attorney fees and any judgment against me may include attorney fees of 15% of the amount for which you sue me. If I default on my payment you may also cancel any purchased insurance and use the premium refunds to reduce the amount I owe you

If I pay any payments late or any partial payments and you accept them without declaring the full balance due you still may choose to do so even though you accepted the payment. This acceptance of the late or partial payment does not change any of your rights or change the terms of this loan

SECURITY (1) You may use any benefits (including premium refunds on purchased insurance) from insurance purchased or required under this loan to pay amounts I owe. (2) If box "x'd" below Personal Property or Motor Vehicle, I give you a Security Interest under the Uniform Commercial Code in any property listed below. If I don't pay on time, you may require me to make the property available for you at a mutually convenient place of your choice. (3) If box "x'd" Real Estate below, there is a Deed to Secure Debt on my real estate, located at my address above unless a different address is stated below. In the event of default and if this loan is secured by a Deed to Secure Debt, the loan is also secured by an assignment of rents on the real estate

The construction validity and effect of this loan shall be governed by the Laws of the State of Georgia. Plural words shall mean the singular and singular words shall mean the plural

SECURITY AGREEMENT

See reverse side for Terms and Conditions of Security Agreement

Description of secured property

- Personal property more particularly described and identified as Exhibit A
- Other (describe)

Motor Vehicle Make J147XL1K Year Model F85 Model Hocklin Serial No 1P31AKK8L51882

Real Estate located at my address above unless a different address stated here. Property is more particularly described and identified in the Deed to Secure Debt between you and I and of even date

Lender is retaining its purchase money security interest in a certain sales finance contract dated _____ between Borrower and _____ (Name of Seller)

If the proceeds of this loan are applied in whole or in a substantial part to a purchase of goods or services from a Seller who referred me to you then the following notice is applicable

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO CONSUMER - (BORROWER)

- (a) DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES
- (b) YOU ARE ENTITLED TO AN EXACT COPY OF ALL PAPERS THAT YOU SIGNED
- (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE FULL AMOUNT DUE UNDER THIS AGREEMENT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE INTEREST CHARGES
- (d) YOU ARE NOT REQUIRED TO PURCHASE NONCREDIT INSURANCE AS A CONDITION OF OBTAINING THIS LOAN
- (e) BY SIGNING BELOW, YOU AUTHORIZE THE LENDER TO TAKE POSSESSION OF ANY COLLATERAL WHICH SECURES THIS LOAN BY MEANS OTHER THAN LEGAL PROCESS IF YOU DEFAULT AS PROVIDED IN YOUR LOAN DOCUMENTS

Borrower(s) execute the above Note and, if applicable, the Security Agreement and acknowledge receipt of a completed copy of this document signed on the above "Date Of Loan". If this loan is secured by real estate, Borrower(s) also acknowledge receipt of the appropriate number of copies of a "Notice of Right To Cancel" as required by Federal Law. Borrower(s) understand that the Terms and Conditions of the Security Agreement are on the reverse side and are a part of this Agreement

FIDELITY FINANCIAL SERVICES INC.

By _____



MANAGER/AGENT

Signed _____ Borrower
 Signed _____ Borrower
 Signed _____ Borrower

PLAINTIFFS'

EXHIBIT

“C”

Document Attached

**Press Release showing Defendant FleetBoston
formerly known as BankBoston Corporation
selling its Dummy Corporation Fidelity
Acceptance Corporation to Norwest Financial, Inc.**

FOR IMMEDIATE RELEASE

Contact: Karen Schwartzman
Media Relations
(617) 434-7594

**BANKBOSTON COMPLETES SALE OF FIDELITY ACCEPTANCE CORPORATION
TO NORWEST FINANCIAL, INC.**

BOSTON, MA, September 2, 1997 – BankBoston Corporation (NYSE:BKB) announced today that it has completed the sale of Fidelity Acceptance Corporation (FAC), its consumer finance subsidiary, to Norwest Financial, Inc., a subsidiary of Norwest Corp. (NYSE:NOB). Under the terms of the agreement, BankBoston received total proceeds of \$343 million – resulting in an after-tax gain of \$40 million. Additionally, under the terms of the agreement, Norwest has repaid BankBoston \$749 million in outstanding debt obligations.

Fidelity Acceptance Corporation is a 68-year-old company primarily engaged in the business of sub-prime auto lending. BankBoston acquired FAC in July 1993 as part of the Corporation's \$240 million acquisition of Society for Savings, a state-chartered savings bank in Connecticut.

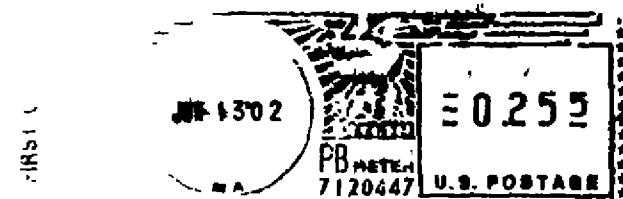
BankBoston (NYSE:BKB), with assets of \$66.1 billion as of June 30, 1997, was founded in 1784 and is the 15th-largest bank holding company in the United States. BankBoston is engaged in: consumer banking in southern New England; financing to selected corporations regionally, nationally and internationally; and full-service banking in key Latin American markets. The Corporation and its subsidiaries operate through a network of offices in the United States and through more than 100 offices in 23 countries in Latin America, Europe and Asia, the third-largest overseas network of any U.S. bank. The Corporation's common and preferred stocks are listed on the New York and Boston stock exchanges.

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100 Federal Street
PO Box 2016
Boston, MA 02106-2016

RETURN SERVICE REQUESTED



Tony L. Ware
T. L. Ware Bottling Company
P. O. Box 150524
Atlanta, GA 30315

DALLAS 30315